



**INVITATION TO BID 15ITB94588A-AP**

## **WATER QUALITY MONITORING**

**For**

**DEPARTMENT OF WATER RESOURCES**

**BID DUE DATE AND TIME: October 16, 2014 at 11:00 A.M.**  
**BID ISSUANCE DATE: September 10, 2014**  
**PURCHASING CONTACT: Al Micah Phillips**  
**E-MAIL: [almicah.phillips@fultoncountyga.gov](mailto:almicah.phillips@fultoncountyga.gov)**

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

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## **Sample Contract**

## INVITATION TO BID

**15ITB94588A-AP**

### WATER QUALITY MONITORING

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for water quality monitoring and other services will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **October 16, 2014**.

### **SCOPE OF WORK**

Provide water quality monitoring and other services. The detailed scope of work and technical specifications are outlined in the Division of Work Section 01 10 00, Project Summary and Scope of Work of this bid document.

### **BID DOCUMENTS**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

### **PURCHASING CONTACT**

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government  
Department of Purchasing & Contract Compliance  
Attn: Al Micah Phillips, APA  
Fulton County Public Safety Building  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Email: [almicah.phillips@fultoncountyga.gov](mailto:almicah.phillips@fultoncountyga.gov)  
Fax: (404) 893-1736  
Reference Bid #: 15ITB94588A-AP, Water Quality Monitoring

### **PRE-BID CONFERENCE**

Date: September 30, 2014

Time: 10:00 a.m.

Location: 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303

A Pre-Bid Conference will be held at the Fulton County Purchasing and Contract Compliance Office, located at 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303, Bid Conference Room. ***Inquiries regarding the solicitation either technical or otherwise may***

***be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.***

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: [rhlanda.stanberry@fultoncountyga.gov](mailto:rhlanda.stanberry@fultoncountyga.gov).

**BONDING REQUIREMENTS** (NON-APPLICABLE)

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

**END OF SECTION**

## SECTION 1

### INSTRUCTIONS TO BIDDERS

#### 1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

#### 2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND TWO (2) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

#### 3. RECIEPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with three (3) copies

shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **15ITB94588A-AP, WATER QUALITY MONITORING.**

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

#### **4. ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than 2:00 PM, October 6, 2014. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance  
Attn: Al Micah Phillips  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Fax: (404) 893-1744  
almicah.phillips@fultoncountyga.gov  
Bid # 15ITB94588A-AP, Water Quality Monitoring

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

## **5. SITE EXAMINATION**

There will not be a scheduled site visit for this project. However, bidders are encouraged to visit the project site on their own.

## **6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS**

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

## **7. BID AND CONTRACT SECURITY** (NON-APPLICABLE)

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond". **Bids must be accompanied by a bid bond or certified check** in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.



As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **8. SURETY BONDS (NON-APPLICABLE)**

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

#### **9. INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

#### **10. RIGHT TO REJECT BIDS**

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions

attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

#### **11. APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

#### **12. EXAMINATION OF CONTRACT DOCUMENTS**

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

#### **13. BID EVALUATION**

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

#### **14. AWARD CRITERIA**

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
  - a. The completeness of all material, documents and/or information required by the County;
  - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
  - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;

- b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

#### 15. **DISQUALIFICATION OF BIDDERS**

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

#### 16. **BASIS OF AWARD**

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

#### 17. **PROFESSIONAL LICENSES** (NON-APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

- 1. Electricians
- 2. Plumbers
- 3. Conditioned Air Contractors
- 4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

**18. WAGE CLAUSE**

Pursuant to 102-413, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**19. NOTICE OF AWARD OF CONTRACT**

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

**20. EXECUTION OF CONTRACT DOCUMENTS**

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

**21. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING**

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County's Non Discrimination in Contracting and Procurement.

**22. JOINT VENTURE**

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

**23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

**24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

## **25. SUBCONTRACTING OPPORTUNITIES**

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

## **26. TERM OF CONTRACT**

### **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

#### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2015 and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, 2015. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

#### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless

and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2016 and shall end no later than the 31<sup>st</sup> day of December, 2016. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2017 and shall end no later than the 31<sup>st</sup> day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. §36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**27. NO CONTACT PROVISION**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.



**28. AUTHORIZATION TO TRANSACT BUSINESS**

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

**29. PRE-WORK CONFERENCE / KICK-OFF MEETING**

A pre-work conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

**30. SUBSTITUTIONS**

See Special Conditions.

**31. RIGHT TO PROTEST**

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

**32. BID GENERAL CONDITIONS**

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. §36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**33. SUBMITTALS**

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	<b>Bid Submittal Check Sheet</b>	<b>Check (✓)</b>
<b>1.</b>	<b>Georgia Security and Immigration Contractor Affidavit(s) and Agreements</b>	
<b>2.</b>	<b>Georgia Security and Immigration Subcontractor Affidavit(s)</b>	
<b>3.</b>	<b>Bid Form w/Pricing Sheets</b>	
<b>4.</b>	<b>Acknowledgment of Addenda</b>	
<b>5.</b>	<b>Bid Bond</b>	
<b>6.</b>	<b>Non-Collusion Affidavit</b>	
<b>7.</b>	<b>Certificate of Acceptance of Request for Bid</b>	
<b>8.</b>	<b>Georgia Utility Contractor's License (if applicable)</b>	
<b>9.</b>	<b>Georgia General Contractors License (if applicable)</b>	
<b>10.</b>	<b>Georgia Professional License (if applicable)</b>	
<b>11.</b>	<b>Certificate Regarding Debarment</b>	
<b>12.</b>	<b>Disclosure Form and Questionnaire</b>	
<b>13.</b>	<b>Office of Contract Compliance Requirements (submitted in a separate envelope)</b>	
<b>14.</b>	<b>Proof of Insurance Coverage</b>	

## SECTION 2

### BID FORM

Submitted To: Fulton County Government

Submitted By: \_\_\_\_\_

For: **15ITB94588A-AP, Water Quality Monitoring**

Submitted on \_\_\_\_\_, 20\_\_

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_

**(Dollar Amount in Numbers)**

\_\_\_\_\_  
**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**EXHIBIT A - BID SUMMARY - Base Year 2015**

Task	Units	Estimated Number of Units	Unit Price	Total Project Cost
Task 3 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	6		
Task 3.7.i – Renovate existing automated sampling station (Optional)	Each	1		
Task 4.1 – Dry Weather Outfall Screening/Re-screening for Illicit Discharges (Optional)	Each	220		
Task 4.10 - Sampling of potential illicit discharges (Optional)	Each	35		
Task 5.1 – Fecal Coliform and E-Coli	Each	224		
Task 5.2 – Chemical Monitoring	Each	56		
Task 5.2.1 – Heptachlor Epoxide	Each	10		
Task 5.4 - Portable equipment and labor required to automatically collect water quality samples	Each	10		
Task 6 – Biological/Habitat Assessment	Each	0		
Task 7 – Laboratory Analysis (External) (Optional)	Allowance Amount	1	\$50,000.00	\$50,000.00
Task 8 – Non-Routine/Operations and Maintenance (Optional)	Allowance Amount	1	\$15,000.00	\$15,000.00
Task 9.1 – County-wide Annual Report (Optional)	Each	1		
Task 9.3 – Revise WPP and SQAP (Optional)	Each	1		
Task 9.4 – Staff Training		1	\$15,000.00	\$15,000.00
			<b>TOTAL</b>	

## Base Year 2016

Task	Units	Estimated Number of Units	Unit Price	Total Project Cost
Task 3 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	6		
Task 3.7.ii – Construct new automated sampling station (Optional)	Each	1		
Task 4.1 – Dry Weather Outfall Screening/Re-screening for Illicit Discharges (Optional)	Each	220		
Task 4.10 - Sampling of potential illicit discharges (Optional)	Each	35		
Task 5.1 – Fecal Coliform and E-Coli	Each	224		
Task 5.2 – Chemical Monitoring	Each	56		
Task 5.2.1 – Heptachlor Epoxide	Each	10		
Task 5.4 - Portable equipment and labor required to automatically collect water quality samples	Each	10		
Task 6 – Biological/Habitat Assessment	Each	8		
Task 7 – Laboratory Analysis (External) (Optional)	Allowance Amount	1	\$50,000.00	\$50,000.00
Task 8 – Non-Routine/Operations and Maintenance (Optional)	Allowance Amount	1	\$15,000.00	\$15,000.00
Task 9.1 – 2006 County-wide Annual Report Preparation and Update (Optional)	Each	1		
Task 9.4 – Staff Training		1	\$15,000.00	\$15,000.00
			<b>TOTAL</b>	

**Base Year 2017**

Task	Units	Estimated Number of Units	Unit Price	Total Project Cost
Task 3 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	6		
Task 4.1 – Dry Weather Outfall Screening/Re-screening for Illicit Discharges (Optional)	Each	220		
Task 4.10 - Sampling of potential illicit discharges (Optional)	Each	35		
Task 5.1 – Fecal Coliform and E-Coli	Each	224		
Task 5.2 – Chemical Monitoring	Each	56		
Task 5.2.1 – Heptachlor Epoxide	Each	10		
Task 5.4 - Portable equipment and labor required to automatically collect water quality samples	Each	10		
Task 6 – Biological/Habitat Assessment	Each	0		
Task 7 – Laboratory Analysis (External) (Optional)	Allowance Amount	1	\$50,000.00	\$50,000.00
Task 8 – Non-Routine/Operations and Maintenance (Optional)	Allowance Amount	1	\$15,000.00	\$15,000.00
Task 9.1 – 2006 County-wide Annual Report Preparation and Update (Optional)	Each	1		
Task 9.4 – Staff Training		1	\$15,000.00	\$15,000.00
			<b>TOTAL</b>	

**Base Year 2018**

Task	Units	Estimated Number of Units	Unit Price	Total Project Cost
Task 3 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	6		
Task 4.1 – Dry Weather Outfall Screening/Re-screening for Illicit Discharges (Optional)	Each	220		
Task 4.10 - Sampling of potential illicit discharges (Optional)	Each	35		
Task 5.1 – Fecal Coliform and E-Coli	Each	224		
Task 5.2 – Chemical Monitoring	Each	56		
Task 5.2.1 – Heptachlor Epoxide	Each	10		
Task 5.4 - Portable equipment and labor required to automatically collect water quality samples	Each	10		
Task 6 – Biological/Habitat Assessment	Each	8		
Task 7 – Laboratory Analysis (External) (Optional)	Allowance Amount	1	\$50,000.00	\$50,000.00
Task 8 – Non-Routine/Operations and Maintenance (Optional)	Allowance Amount	1	\$15,000.00	\$15,000.00
Task 9.1 – 2006 County-wide Annual Report Preparation and Update (Optional)	Each	1		
Task 9.4 – Staff Training		1	\$15,000.00	\$15,000.00
			<b>TOTAL</b>	



## **EXHIBIT B – DELIVERABLES**

The CONTRACTOR shall furnish the following deliverables during the course of the project:

- 1) Project Management Plan (Draft)
- 2) Project Management Plan (Final)
- 3) Draft Project Work Plan
  - a. Rainfall Sampling Communications and Weather Forecasting Plan
  - b. Grab Sampling Water Quality
  - c. Data Management and Analysis Report in Access database format
  - d. Telephone and Electrical Services Report
  - e. Wet Weather Sampling/Analysis Report (per season)
  - f. Dry Weather Screening/Illicit Connections Report 3.9) Monitoring Stations Maintenance Schedule
- 4) Final Project Work Plan
- 5) Bio-Assessment Monitoring Letter Report (Quarterly)
- 6) Bio-Assessment Raw Data Report
- 7) Illicit Connection Inspection Report (Letter)
- 8) Chemical Monitoring Letter Report (Quarterly)
- 9) Fecal Coliform and E-Coli Sampling Letter Report (Quarterly)
- 10) Revised Sampling and Quality Assurance Plan
- 11) Quality Field Inspection Report (Letter)
- 12) Annual Report on Water Quality Data Collected (Quarterly)
- 13) Database Management Information in Digital Format
- 14) Monthly project status reports include Project & Schedule updates, and monitoring
- 15) Meeting minutes
- 16) Field Data Sheets
- 17) Chain of Custody Records and Letter Reports
- 18) Information Maps of each sampling/monitoring sites, shown in Task 5 and 6 in Electronic format and hard copy approved by County GIS.
- 19) Monthly Project Invoices
- 20) Monthly laboratory results of grab samples, fecal coliform and E-coli samples, composite samples, dry weather outfall screening samples and wet weather samples collected and analyzed per season.
- 21) Summer and Winter Season Trend Evaluation Monitoring Report (Letter)
- 22) Draft County-wide Annual Report (Three (3) hard copies and four (4) CDs of complete report). (Required for each permit year, if option is approved by County)
- 23) Final County-wide Annual Report (Four (4) hard copies and four (4) CDs of complete report). (Required for each permit year, if option is approved by County)
- 24) Revised WPP and SQAP (Optional)

Note: As the project continues, other deliverables may be identified by the CONTRACTOR and/or County.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

**Name****Address**[illegible]

## **SECTION 3**

### **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

#### **Description of Project**

Fulton County is soliciting bids to perform water quality monitoring and sampling activities, as described in the

- The County's Watershed Protection Plan (WPP) and associated Sampling Quality Assurance Plan (SQAP).
- The County's Municipal Separate Storm System (MS4) Permit and associated Stormwater Management Program (SWMP).
- The Metropolitan North Georgia Water Planning District (District) Watershed Management Plan (WMP).
- The District's Standards and Methodologies for Surface Water Quality Monitoring (Standard Methods)

In-stream water quality monitoring and sampling of in-stream water quality is also in part governed by a memorandum of understanding (MOU) that the County has with the cities in north Fulton County.

Prior to submitting bids, all bidders are required to thoroughly review the above listed documents. The above documents will be available at the County's Department of Water Resources.

**Firms that are pre-qualified to provide Task 6 services are not prevented from bidding on this project.**

The contractor selected may be required to assist the County in data collection and preparation of the County's NPDES, MS4 and WPP Annual Report (optional), to be submitted to the State of Georgia on June 15<sup>th</sup> of each year during the term of this Agreement.

#### **Scope of Work**

This project involves the efforts to continue and improve the County's stormwater monitoring covered by its MS4 Permit, the District's Watershed Management Plan, and the monitoring plan as described in the County's Watershed Protection Plan.

The County's MS4 Permit requires the collection of wet and dry weather samples at sampling stations. The County's existing in - stream station (FLLT-02) is located on an unnamed tributary to the Chattahoochee River at Boat Rock Boulevard in unincorporated South Fulton and utilizes an American Sigma 900 MAX Automatic Refrigerated Sampler. Currently the existing in – stream station is out of service and the Contractor shall take grab samples at that location until the station is back in service.

This project includes these important elements:

- Identifying water quality impairments and improvements;
- Using consistent data analysis techniques to ensure comparability between the applicable metro jurisdictions in compliance with requirements of the Georgia Environmental Protection Division (EPD), and

- The implementation of quality assurance and quality control measures and procedures to ensure the collection of precise and accurate data for the County's NPDES permits.

Monitoring, sampling, and reporting shall comply with the NPDES Permits for the Water Pollution Control Plant and the County's MS4 Permit. All analysis of samples shall be conducted according to approved test procedures outlined in 40 CFR Part 136. The selected Contractor shall follow EPD guidance for submitting water quality data. The Contractor shall provide containers necessary to perform all sampling activities, including the containers needed to deliver samples for laboratory analysis. The Contractor is required to comply with the District's Standard Methods. As the project monitoring and/or sampling efforts are in progress, the Contractor will be required to make the necessary adjustments to accommodate any updates to the Standard Methods approved by the Atlanta Regional Commission (ARC) and/or the District. The Contractor, before the start of any sampling effort shall obtain and follow the most recent draft of the Standard Operating Procedures (SOP) for the collection, identification and assessment of both benthic macroinvertebrates and fish and the appropriate EPD developed or approved subcoregional reference condition to be used in the analysis of the macroinvertebrate community data collected. The contractor's personnel shall be trained in accordance with the County's MS4 Permit and Stormwater Management Plan, as approved by EPD, including complying with the requirements of any new MS4 Permits or SWMP's as they are issued, approved or revised by EPD.

The selected Contractor will be required to work closely with the Water Services staff. The project base duration will be approximately 12 months. However, the work described in this scope of work is for each permit year, with the option to renew yearly, up to three (3) additional years.

The County's Storm Water Monitoring frequency consists of two seasons: water quality trend sampling seasons during the summer (May – October) and the winter (November – April) seasons. Samples are collected annually at approximately one per month from specific sampling locations.

The project goals and objectives are:

- Obtain specific and measurable water quality data from all sampling locations.
- Perform fecal coliform and E-coli monitoring/sampling effort on impaired waters identified on the State of Georgia 303(d) list streams applicable to Fulton County
- Assess the current status of streams in watersheds with respect to water quality improvements and designated uses
- Utilize the water quality data collected to identify the primary causes of the stream impairment in order to recommend necessary actions for improving stream integrity and/or the removal of the stream from off the State of Georgia 303(d) list (de-listing purposes)
- Collect and evaluate biological samples at the selected locations
- Develop and evaluate water quality trends from data collected from the receiving waters over the permit period
- Identify illicit discharges into the County's Municipal Separate Storm Sewer System (MS4)
- Identify fecal coliform and/or E-coli contamination of surface waters resulting from illicit connections or seepage into the Municipal Separate Storm Sewer System (MS4)
- Provide ongoing monitoring to verify that the BMPs or strategies and programs presented in the County Watershed Protection Plan (WPP) are working to prevent and/or reduce Fecal Coliform contamination.
- Provide the information necessary to modify BMPs or strategies where required to achieve water quality standard, as established by EPD.

Screening storm water outfalls to identify storm water quality pollutants, illicit discharges, and connections and provide the solution into reduce and/or eliminate the illicit discharges into the MS4 is included as an option.

The project involves the following tasks:

**Task 1:** Project management functions which are performed throughout the project including developing an approach to executing the project

**Task 2:** Monitoring station maintenance

**Task 3:** Water quality flow composite monitoring (optional)

**Task 4:** Dry weather outfall screening for illicit discharges (optional)

**Task 5:** Grab Sampling Water Quality Monitoring

**Task 6:** Biological/Habitat Assessment

**Task 7:** Laboratory analysis (optional)

**Task 8:** Non-Routine/Emergency Services

**Task 9:** Annual report preparation and update of the County's report to EPD (optional)

Those items indicated as optional may not be performed under this contract at the County's discretion.

Contractor shall be responsible for the following Project Management efforts:

Task 1: Project Management

#### 1.1. Project Management Plan

- 1.1.1. Prepare and submit a project schedule for review and approval by the County. This schedule will be used as a project control system for the contractor and as a basis for status reporting. The project shall utilize appropriate software and shall be developed in a software package that will export the electronic file in a format compatible with Microsoft Project. The scheduled tasks shall meet the tasks used in the budget.
- 1.1.2. Provide the County with an itemized list of tasks and estimated cost per task, such that no task exceeds five (5) percent of the total contract amount. As the project progresses and information becomes available, it may be appropriate to redistribute the individual task budgets. The redistribution is to be authorized by the County prior to implementation.

#### 1.2. Project Work Plan

- 1.2.1. Prepare an overall draft project work plan that will provide the basis for accomplishing and completing the project. The work plan shall address the following subjects and include the following sections or items: Project Description, Preliminary Table of Contents, Preliminary List of Deliverables, Roles and Responsibilities, Sampling/Monitoring/Quality, Assurance/Control Plan, Schedule of Performance (Gantt Chart), all sub-plans and Project Budget for duration of the project and preliminary. The Gantt Chart will be used as project control system for the Contractor and as a basis for status reporting. The Gantt Chart shall be developed in a software package that will export the electronic file in a format compatible with Microsoft Project.
- 1.2.2. The work plan shall be submitted within 10 business days of the Notice to Proceed. The County will review the plan and provide comments within 10 business days of receipt of the plan. The Contractor shall provide response to the comments

within 5 days of receipt and incorporate appropriate comments into the final work plan, which shall be submitted within 5 days after their response to comments.

- 1.2.3. The work plan shall define roles and responsibilities of Contractor's project team members and how they will interface with the County's staff.
- 1.2.4. The Contractor's project Team Manager and task leaders shall meet at a place designated by the County to develop project work plan assignments. The County's project representative shall be notified and is afforded the opportunity to attend this meeting by the Contractor.
- 1.2.5. Develop draft Rainfall Sampling Communications Plan detailing specific approach to monitoring weather forecasts and procedures designed to alert members of the Contractors' sampling team of a predicted rainfall event.

The plan will include the identification of the sampling team leader capable of interpreting weather forecasts, alerting and mobilizing team members of a predicted rainfall event.

The plan will include the use of Internet, local cable network, radar or other existing communications media providing current weather information. In addition, up to three members of the sampling team shall be available to perform sampling activities in the event a representative rain event occurs.

- 1.2.6. Develop a draft of Grab Sampling Water Quality Monitoring Implementation and Management Plan detailing the specifics and steps for identifying the monitoring/sampling locations or sites in the field and provide a summary of the approaches and procedures to be used to implement the collection and analyses of samples collected. This plan shall describe the reporting mechanism the Contractor will utilize to report the sampling results with interpretation to the County to satisfy Task 5. The County's Watershed Protection Plan (WPP) and the appropriate MS4, NPDES Phase I Storm Water Monitoring/Sampling Program reports shall be reviewed by the Contractor.
- 1.2.7. The Contractor shall locate, map, and update sampling/monitoring sites database associated with 303(d) listed waters in Fulton County, and shall revise the map as 303(d) listed waters are revised by EPD. The Contractor shall develop map showing all of the proposed in – stream field grab sampling sites locations, and biological monitoring sites associated with the County's Water Reclamation Facilities (WRF) and Water Pollution Control Plants (WPCP). The Contractor may utilize Figure 4.1; Long Term Monitoring Stations from the Fulton County Watershed Protection Plan as a guide.
- 1.2.8. The Contractor is required to implement the data analysis and reporting recommendations for fecal coliform and other chemical monitoring as stated in the current District WMP and the County WPP.
- 1.2.9. The Contractor shall develop a draft of the Biological Monitoring Implementation Plan and Management Plan to satisfy Task 6. This plan shall identify the monitoring locations/sites in the field, a summary of the plan's approaches and procedures to implement Task 6, including the reporting mechanism, and the Contractor will utilize the report to monitor results with interpretation to the County.
- 1.2.10. The Contractor shall transfer quarterly and annually the results of all water quality sampling analysis to the County. All sampling analysis data and results shall be transferred to the County by the Contractor on or before April 1<sup>st</sup> of each year. If the County elects to approve the Contractor to complete Task 9, Annual Report preparation and update, the Contractor shall be responsible to transfer all water quality monitoring/sampling analyses/results, including documentation into the

County's Annual Report, to be submitted to EPD. If the County elects not to approve the Contract or to complete Task 9, the Contractor shall *develop and* transfer all water quality monitoring/sampling information to the County. The transfer of water quality data/information to the County, *by the Contractor* shall be in a form ready to be inserted into the County's Annual Report, including all the necessary attachments and appendix to the report.

1.3. The Contractor will issue the draft plan for review by the County and incorporate comments. The Contractor shall:

- Develop all draft plans and overall plan;
- Review and revise draft project work plan based on County comments;
- Issue final work plan to the County for approval.

1.4. The Contractor shall incorporate all final plans into the overall project work plan.

1.5. The Contractor shall develop and update an Illicit Connection Implementation/Outfall and Management Plan through the contract term, detailing the specific approach and steps for identifying the source of existing illicit connections in order that they are eliminated. This item is optional, and is dependent on Task 4 being authorized.

1.6. The Contractor is required to conform to the requirements of the District's WMP and Standard Methods, Appendix A to ensure that laboratory selection and field QA/QC criteria are met.

1.7. The contractor is required to replace contaminated samples delivered for analysis at no cost to the County.

1.8. The Contractor shall review current data collection methods, management procedures and analysis techniques being used by the District and EPD, and develop recommendations to the County on selecting a consistent data collection method, data management, data analysis technique, and reporting procedure in conformance with District and EPD requirements in accordance with District's WMP and Standard Methods.

1.9. The Contractor shall perform the following:

- Review methods used by other Contractors and County staff to collect and track storm water monitoring data;
- Review all current storm water sampling/monitoring data collected during the permit cycles, and prepare and provide recommendation to the County as to the best applicable ways to utilize the findings into County's future storm water monitoring program;
- Review the method of analysis chosen to evaluate water quality trend data for its appropriateness in tracking trends over time;
- Develop a report detailing the specific approach for selecting a consistent method of data collection, management and data reporting;
- Issue the report for review and incorporate comments from the County; and
- Incorporate the approved report and recommendations into the final project work plan.



1.10. Monitoring and Reporting

- 1.10.1. Meet with the County quarterly to discuss all elements of the project; project status, milestones achieved, and prepare meeting minutes, including progress report.
- 1.10.2. Prepare monthly status report(s) that present the status of each task, update the project schedule, list milestones achieved, support and document schedule changes, update project costs and justify changes to the schedule or proposed project costs. The monthly status reports shall also note whether the project is on schedule, as developed in Task 1.1.1. When the project is falling behind schedule the contractor shall provide steps to be followed in the monthly status report to bring the project back on schedule.
- 1.10.3. Contractor shall inform the Water Services staff of all possible sampling times, when the field sampling is performed; field inspections and field screening occurrence, and provide a copy of inspections, sampling and field screening results, and laboratory report. (See Exhibit C – Schedule)
- 1.10.4. The Contractor shall immediately provide the County with an oral report at the time the Contractor becomes aware of any noncompliance actions or fails to collect and analyze required samples, etc., and followed by a written report within two (2) days. The written report shall contain a description of the noncompliance and its cause, the exact dates and times of noncompliance or if not corrected, the anticipated time the noncompliance is expected to continue and steps taken by the Contractor to reduce, eliminate and prevent recurrence of the compliance.
- 1.10.5. Basis for payment of project management functions:

The cost for project management activity shall be included in the unit price bid for sampling and monitoring and no separate payment shall be provided. Billing for all of Task #6 shall be divided into three (3) billing units, (1) Fish sampling data completion 40%, (2) Macro invertebrate sampling completion 40%, and (3) Final Report 20%, upon approval of the County.

1.11. Project Closeout

- 1.11.1. Archive and deliver the following functional management information developed as part of this project: (1) Project Management Plan; (2) Project Work Plan; (3) Water Quality Data Collected in electronic format, including one hard copy; and (4) Lab Analyses results in electronic format, including one hard copy.
- 1.11.2. Archive and deliver hard copies and electronic files of deliverables with appropriate backup to the County.
- 1.11.3. Prepare and submit a project close out report to the County describing the performance of the project variances and lessons learned with recommendations to the County for improving future water quality monitoring efforts.

Task 2: Monitoring Station Maintenance

- 2.1. The Contractor shall maintain access to all monitoring stations.
- 2.2. The Contractor is required to establish and maintain electrical and telephone services to all permanent-monitoring stations. Modem lines and cellular forms of communication between the stations and the Contractor sampling team are encouraged. The Contractor shall ensure that all sampling stations are operating continuously throughout the term of the project.

- 2.3. The Contractor shall provide a schedule for maintenance activities. The schedule shall be included in the project work plan with procedures designed to ensure continuous sampling in order that the County remains in compliance with its WPP and MS4 Permit.
- 2.4. The Contractor shall conduct routine maintenance and inspections of equipment to prevent equipment damage during the term of this project and if equipment is damaged or is not operational perform all necessary activities and effort for the equipment to be ready for collecting samples.
- 2.5. Contractor shall operate and maintain the equipment in accordance with manufacturer's instructions.
- 2.6. The Contractor shall submit monthly progress reports summarizing results of scheduled inspections and maintenance of monitoring stations, dates activities were performed as described in the schedule for maintenance activities.
- 2.7. The cost for routine maintenance of the monitoring stations shall be included in the unit price bid for the sampling and monitoring and no separate payment shall be provided.

Task 3:        Water Quality Flow Composite Monitoring (Optional)

- 3.1. The CONTRACTOR is required to collect six (6) samples per permit year at the County's existing permanent trend monitoring location (FLLT-02). Sampling location(s) are located at in-stream sites. Three (3) wet weather and three (3) weather base flow samples will be collected during each of the summer (May-October) and winter (November-April) seasons, at each sampling location (a total of six samples per monitoring location of which three (3) shall be wet weather and three (3) shall be base flow samples collected during dry weather). Stage discharge relationship shall be developed by the Contractor, prior to collection of samples. State discharge relationship shall be developed in accordance with the guidelines identified in the District's WMP.
- 3.2. The CONTRACTOR is required to collect samples during representative wet weather events. Representative wet weather events requires a minimum precipitation of 0.3 inches with a minimum time of 72 (seventy-two) hours between each wet weather event sampled to ensure that the events are discrete and the measured water quality parameters are associated with the event sampled. Additionally the CONTRACTOR shall not collect a dry weather sample until after seventy-two (72) hours with less than 0.1 inch of precipitation after a wet weather event.
- 3.3. During wet weather events, the CONTRACTOR shall collect samples using the automated samplers to the maximum extent possible and shall use manual grab sampling methods if the automated sampler(s) fail. Flow-weighted composite samples of the stream flow shall be collected over the duration of each wet weather event and trailing hydrographs. The CONTRACTOR shall use flow proportional composite aliquots collected at equal increments for pollutant concentration differences throughout the storm hydrograph.
- 3.4. The CONTRACTOR is required to conduct dry weather base flow sample using automatic sampler at all of the County's permanent monitoring station(s).
- 3.5. The CONTRACTOR is required to collect samples during both wet and dry weather to be analyzed for the following parameters:

- Flow
- Temperature
- Total Suspended Solids
- Fecal Coliform\*
- E. coli bacteria\*
- Phosphorus (total)
- Phosphorus (ortho)
- Total Kjeldahl nitrogen (TKN)
- Ammonia
- Nitrite/Nitrate (total oxidized nitrogen)
- pH
- Dissolved oxygen
- Conductivity
- Turbidity
- Zinc
- Copper
- Lead
- Cadmium
- Hardness
- BOD5
- COD

in accordance with the WPP and associated SQAP and the District's WMP.

3.6. The CONTRACTOR shall prepare a summer and winter season trend evaluation monitoring sampling report describing all of the activities and water quality trend findings, and storm water outfall screening activities completed to date, including interpretation of water quality data collected over both seasons (See Section 3 -Exhibit C -Schedule).

3.7. Renovate existing automated sampling station and construct new automated sampling station (Optional)

- i) The contractor shall renovate the existing automated sampling station at Boat Rock Road. This item shall include construction and any demolition required to accommodate the renovation. This item shall include any construction administration or supervision, including design drawings, estimates, specifications, permits, etc. required to renovate the existing station.
- ii) The contractor shall construct a new automated sampling station at the location determined in Task 9.3. This item shall include any construction administration or supervision, including design drawings, estimates, specifications, permits, etc. required to construct the new station.

To the greatest extent possible the contractor will install materials and instruments in the renovated and new station similar to those already in use by the County.

3.8. Water Quality Trend Monitoring Basis for Payment The unit price bid for collecting required Water Quality Trend Samples identified in Task 3 shall include all work required to collect samples during representative wet weather events, conduct dry weather base flow sampling and prepare summer and winter season trend evaluation monitoring report (3.6). Tasks 3.7.i and 3.7.ii shall be bid separately.

#### Task 4: Dry Weather Outfall Screening and Highly Visible Pollutant Sources (HVPS)

This task is optional, and if authorized this task may include, but not be limited to the following elements:

- 4.1. Performing dry weather screening in accordance with the County's SWMP. Dry weather screening will be performed on a GIS inventory of MS4 outfalls provided by the County. The County will provide the GIS inventory as a geodatabase or shapefile upon request by the contractor.
- 4.2. The contractor shall perform dry weather screening on 20% of the outfalls identified in the County's GIS inventory annually.
- 4.3. The contractor shall update the County's HVPS Inventory in accordance with the SWMP. The contractor shall also be required to compare the method for selecting HVPS sites in Appendix A of the SWMP with hotspots as provided in the Georgia Stormwater Management Manual (GA SWMM), Volume 1, Section 1.1.6 Stormwater Hotspots and making recommendations to ensure the County is in compliance with both the District WMP and the recommendations in the GA SWMM.
- 4.4. Performing HVPS inspections in accordance with the standard operating procedure for inspecting HVPS sites provided by the County.
- 4.5. Tracking HVPS inspections in a spreadsheet or database compatible with Microsoft Excel or Microsoft Access, and providing a report of inspections by May 15<sup>th</sup> of each year for inclusion in the County's Annual MS4 Report. The SWMP requires a dry weather screening for HVPS sites with stormwater outfall. Dry weather screening performed as part of HVPS inspections shall be reported separately and not as part of the Dry Weather Screening in Task 4.1.
- 4.6. The contractor shall immediately report any illicit or illegal discharges found during the HVPS inspections or dry weather screening, and document all findings to support legal action within 24 hours of discovery.
- 4.7. Basis of payment: Dry weather screening performed as part of Task 4.1 will be billed on a unit price basis for each outfall screened. HVPS inspections will be billed on a unit price basis for each site inspected, and dry weather screening performed in support of HVPS inspections as part of Tasks 4.3, 4.4 and 4.5 will be included in the unit price for the HVPS inspections. Reporting violations may be done by e-mail and shall not constitute a billable item.

All HVPS inspections and dry weather screening will be reported in electronic format on the forms provided in the County's SWMP, and will be prioritized in accordance with the SWMP. In areas where illicit discharge is suspected the contractor shall perform inspections and screenings at a time when the source is most likely to be causing a discharge.

Any samples collected for laboratory analysis shall be delivered to the laboratory at Big Creek Water Reclamation Facility, 1030 Roswell – Marietta Highway, Roswell, Georgia 30075 unless a commercial laboratory is previously approved by the County.

#### Task 5: Grab Sampling – Water Quality Monitoring

All sampling shall follow the guidelines presented in District WMP, District Standard Methods and Fulton County WPP and associated SQAP. Prior to start of the grab sampling effort, the grab sample collection methods and/or alternative, shall be approved by the County. The Contractor shall develop the applicable Standard Operating Procedure (SOP) for this task. The SOP shall be consistent with the applicable EPD SOP for sampling. Task five (5) water quality monitoring efforts may be adjusted if the County revises its Watershed Protection Plan.

## 5.1. Fecal Coliform/E-Coli Bacteria

The Contractor shall perform sampling at the 14 (fourteen) sites listed below. A total of 168 grab samples shall be collected annually by the contractor (12 samples per site). The samples collected shall be analyzed for the parameters Fecal Coliform and E-Coli Bacteria.

- #1 (FLLT-3/LI-2, previously SS-2) Long Island Creek at Northside Drive, Sandy Springs;
- #2 (WO-1) downstream end of White Oak Creek;
- #3 (CP-3) downstream of wastewater discharge point @ Camp Creek;
- #4 (CC-2) downstream of wastewater discharge point @ Cauley Creek;
- #5 (LB-1) downstream of wastewater discharge point at Campbellton Redwine Road @ Bear Creek;
- #6 (CP-2) Camp Creek at the most upstream point in Fulton County;
- #7 (MA-1, previously SS-6) Marsh Creek at Brandon Mill Road;
- #8 (CK-1) Ball Mill Creek near Chattahoochee River;
- #9 (UT-1) downstream end of Utoy Creek;
- #10 (LT-1) Little River at Arnold Mill Road;
- #11 (PE-1) downstream at Pea Creek;
- #12 (WT-3) Whitewater Creek near Fayette County line;
- #13 (BC-1) Long Indian Creek at Waters Road upstream tributary of Big Creek;
- #14 (JO-1) downstream point of Johns Creek.

### 5.1.1. Monitoring Approach/Methods

The fecal coliform and E-coli bacteria samples shall be collected independent of the water quality trend stations. Fecal coliform and E-coli bacteria sampling results shall be reported as geometric means. Sampling efforts should focus on the waters identified as impaired, per the current State of Georgia 303(b)/305(d) listed streams. The intent of the sampling is to determine patterns of high fecal coliform contamination, the elimination of obvious sources of potential contamination, such as wastewater discharge, bypass, and sanitary sewer overflow (SSO). Bacteria sampling involves collection of one set of samples during the summer and one set of samples during the winter season of the year, in which each set includes four samples collected over a 30-day period at intervals not less than 24 hours. The wet weather grab samples will be utilized to determine if fecal coliform contribution is from wet weather events. E-coli shall be monitored in the same manner outlined to fecal coliform in an attempt to distinguish between human and animal sources. The Contractor shall evaluate, interpret sampling results, and make recommendations to the County as to where and what is the source of contamination in the stream.

5.1.2. Grab samples shall be collected directly into sterile bacteriological containers supplied by the Contractor. Sample containers shall be handled to avoid introducing contamination during sample collections. The membrane filtration method under 40 CFR 136 guidelines shall follow the collection of fecal coliform and e-coli sampling to be approved by the County.

5.1.3. The Contractor shall complete a chain of custody report. Grab samples shall be collected from each sampling location within the winter (November – April) and summer (May – October) seasons. The Contractor shall collect four (4) samples in order to collect a geometric mean in the summer season, four (4) samples in order

to collect a geometric mean in the winter season, two (2) wet weather samples in the summer, and two (2) wet weather samples in the winter season.

## 5.2. Chemical Monitoring

The Contractor shall perform sampling at the 14 (fourteen) sites listed in 5.1. A total of 56 grab sample shall be collected annually. The samples shall be analyzed for the following parameters:

- Total Suspended Solids (TSS)
- Phosphorus (Total)
- Phosphorus (Ortho)
- Total Kjeldahl Nitrogen (TKN)
- Ammonia
- Nitrite/Nitrate
- pH
- Dissolved Oxygen
- Conductivity
- Turbidity
- Flow and Temperature
- 5-Day Biochemical Oxygen Demand (BOD5)
- Chemical Oxygen Demand (COD)
- Cadmium, Copper, Lead, and Zinc
- Hardness

Four (4) samples per year shall be collected. (A minimum of four (4) events annually and/or one per quarter as approved by the County).

### 5.2.1. Heptachlor Epoxide

The Contractor shall collect a total of ten (10) grab samples annually (two (2) samples per site) at the following sites:

- Site #2 (FLLT-3/LI-2/SS-2) Long Island Creek at Northside Drive
- Site #8 (MA-1) Marsh Creek at Brandon Mill Road
- Site #15 (SS-4) Game Creek at Northside Drive – Sandy Springs
- Site #16 (HD-1, previously SS-5) Heard's Creek at Ferry Landing Drive - Sandy Springs
- Site #17 (SS-7) Powers Branch at Monterey Parkway – Sandy Springs

The samples collected at the above sites shall be analyzed for the parameter heptachlor epoxide.

5.3. The Contractor shall deliver representative samples collected for analysis within the required holding time for the applicable parameter, (i.e., fecal coliform (6) hours, this includes the collection, delivery, and analysis time by the laboratory) to the laboratory at the Big Creek Water Reclamation Facility located at 1030 Roswell-Marietta Highway, Roswell, Georgia 30075. Specific arrangements for delivering samples and notifying the laboratory of incoming samples shall be coordinated with Fulton County Laboratory staff prior to the collection of samples. The laboratory may not always have fresh agar for e-coli on hand; therefore, prior notification should be given before samples are submitted. This shall avoid potential problems that could jeopardize sample holding time requirements. Commercial environment laboratories providing sample analysis for a fee or contract basis must be approved or certified by the National Environmental

Laboratory Accreditation Conference/Program (NELAC or NELAP). The Contractor is required to perform this effort for all applicable sub-task included in Task 5.

- 5.4. The contractor shall provide portable equipment and labor required to automatically collect water quality samples from sites and locations as directed and approved by the County. As part of the County's SWMP, Part III. Illicit Discharge Detection & Elimination Program the County anticipates that transient illicit discharge will be identified and this task is intended to collect water quality samples in support of the effort to eliminate illicit discharges to the County's MS4. This item is intended to be all inclusive and includes, but is not limited to, transportation of equipment to the site, set up, sample collection, breakdown, disassembly, removal of equipment and data analysis.
- 5.5. Basis of Payment: The unit price for grab sampling shall include all work associated with the samples collected at the sites identified in Task 5. Grab samples for fecal coliform and E-coli analysis shall be paid based upon each set of four samples collected for which a geometric mean is calculated for each set, per the State of Georgia (EPD) guidelines.

Task 6:            Biological Monitoring

Biological components of a water body (i.e., fish and macroinvertebrates) function as monitors of environmental quality by responding to episodic and cumulative pollution, habitat degradation, and environmental stressors. An evaluation of biotic integrity is required at up to nine (9) monitoring locations, bi-annually as/or when approved by the County. Biological monitoring shall be conducted at the following locations: (1) downstream end of White Oak, (2) downstream at Camp Creek Wastewater discharge point, (3) downstream at Bear Little wastewater discharge point at Campbellton Redwine Road, (4) downstream point at Johns Creek, (5) Little River at Arnold Mill Road, (6) downstream end of Pea Creek, and (7) Whitewater Creek near Fayette County line and any other sites identified as applicable for this task. This effort is designed to satisfy the biological requirements of the District WMPlan and the County's WPP.

Biological sampling is a specialized field and Fulton County has pre-qualified the following firms to provide Task 6 services. Being pre-qualified does not preclude these firms from submitting a bid for the entire scope of work continued in this ITB. The Contractor must use one of these firms. The Contractor's bid form must indicate which of these firms were selected to perform Task 6 services:

- CCREnvironmental\*  
Contact: Mr. Chris Crow  
3783 Presidential Parkway  
Suite 123  
Atlanta, GA 30340  
(770) 458-7943
- CH2M Hill  
Contact: Mr. Dale Jones  
115 Perimeter Center Place, NE  
Suite 700 Atlanta, GA 30334-1278  
(770) 604-9095
- Ecological Solutions, Inc.  
Contact: Mr. Lee Griffith, CPESC

630 Colonial Park Drive, Suite 200  
Roswell, GA 30075  
(770) 998-7848

Biological monitoring will be conducted under methods outlined in the Georgia Macroinvertebrate Bioassessment Standard Operating Procedures (SOP), Metric Spreadsheets and other supporting documents as published by EPD. The primary components of the biological monitoring include physical habitat assessments and benthic macroinvertebrate and fish sampling. Prior to biological surveys, water quality will be assessed via insitu measurements of the following parameters: water temperature, dissolved oxygen (DO), pH, turbidity, and conductivity. No sampling or evaluation of reference site(s) will be required for this monitoring because reference data will be provided by EPD.

#### 6.1. Habitat Assessment

Habitat assessments will be conducted at monitoring sites in accordance with the Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia, Standard Operating Procedures (March 2007) as published by the Georgia Department of Natural Resources. The worksheet requires visual evaluation of physical habitat parameters, including instream cover, substrate, channel morphology and flow, bank stability and vegetation, and riparian zone condition. The DNR worksheet has ten Habitat Parameters (HPs). Assessing habitat allows the quality of the structure of the surrounding habitat that influences water quality and condition of the aquatic biota to be evaluated and may aid in identifying non-water quality affiliated factors of biological impairment, if present.

At each site, all individual habitat parameters will be scored (values of 0-20 or 0-10, depending on the parameter), and a total score obtained. Habitat parameters will be evaluated by two trained assessors, and an average of the two scores calculated to produce a total habitat score at each site. The average habitat scores will be used to derive an ecological condition rating. Under the DNR protocol, the condition ratings are interpreted as follows: optional (meets natural expectations), sub-optimal (less than desirable but satisfies expectations in most areas), marginal (moderate levels of degradation with severe degradation at frequent intervals in areas), and poor (substantially altered with severe degradation).

The habitat score at each monitoring site will be compared with the habitat score of a reference site (site data to be provided by EPD) to classify each site on the basis of its similarity to expected conditions (i.e., conditions at the reference site) and its apparent potential to support a measure of biotic integrity. Percent of comparability (ratio) of each monitoring station to the reference fall into one of four assessment categories: "comparable to reference", "similar to reference," partially similar to reference," or "dissimilar to reference."

In addition to the habitat assessment forms, DNR's Physical Characterization/Water Quality Field Sheets and Impairment Assessment Sheets will be completed at each site.

#### 6.2. Macroinvertebrate Community Assessment

The macroinvertebrate community will be assessed under the Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia, Standard Operating Procedures (March 2007) as published by the Georgia Department of Natural Resources. Standardized semi-quantitative sampling for macroinvertebrates will be conducted at each site for a variety of habitat types, including riffles, undercut banks/roots, woody debris, sand, and leaf packs/coarse particulate organic matter (CPOM). Sampling generally will consist of



collecting six meters of riffle habitat (split between faster and slower currents), five meters of woody debris, three meters of undercut banks/roots, and three meters in the sandy areas. Each sample will consist of a kick, jab, or sweep with the dip net for a linear distance of one meter, except the woody debris samples, in which a brush will be used to brush or scrape a linear meter of the wooded surface. CPOM samples (about two liters) will be collected by hand throughout each study reach. Additionally, a 10-minute visual search and sampling of all habitat types will be conducted.

“D” frame dip nets with a 500-micron mesh will be used for all sampling. All habitat type samples will be composited into a single container at each site for preservation and transport to the laboratory. Analysis and data evaluation will be conducted in the laboratory. Macroinvertebrate sub-sampling shall be performed as specified in protocol. Identification and analyses should be conducted on a sub-sample of 200 ( $\pm$  20%) organisms. Macroinvertebrate specimens should be identified to genus level, or if unattainable, to the lowest practicable taxon using standard taxonomic keys.

The study area lies within the Piedmont and would follow the Ecological Condition Worksheet for that ecoregion

### 6.3. Fish Community Assessment

The fish community will be assessed using Part I: Standard Operating Procedures for Conducting Biomonitoring on Fish Communities in Wadeable Streams in Georgia (June 1, 2005) as published by the Georgia Department of Natural Resources Wildlife Resources Division, Fisheries Management Section. Fish sampling will be conducted at all study sites, but not at the reference site. Sampling will be conducted April through October.

The surveys for fish will be conducted using backpack electrofishers or a boat (dependent on stream size). Collected fish will be identified, enumerated, and released alive. Fish should be identified to species level. Specimens that are unable to be definitively identified in the field will be preserved in 10% formalin solution and taken to the laboratory for identification. Twelve scoring metrics are used for assessing biotic integrity, assigning a value of 1, 3, or 5 for each metric and summing these values for a total IBI score at each site. Additionally, a correction factor will be included for sites with diseased/anomalous individuals. Scoring is based on criteria relative to reference site data and from fixed criteria for a particular ecoregion and also is dependent on stream drainage area. Scoring for metrics number 1-6 and number 11-12 is sensitive to the drainage areas of the streams at the monitoring locations. The DNR protocol is based on five integrity or quality classes. This version of the IBI is a modification of the EPA Rapid Bioassessment Protocol V (Plafkin et al., 1989). The EPA and DNR versions of the IBI are based on the original premise of the IBI developed by Karr (1981).

In addition to the IBI, state protocol utilizes a modified Index of Well-Being (Iwb) to assess the fish community. The IBI is the primary tool used for evaluating the fish community, and the Iwb is used as a secondary assessment to confirm the results of the IBI. The Iwb is a composite index which combines two parameters of fish diversity and fish abundance into a single value reflective of these two components. The four parameters which comprise the Iwb are as follows:

- 1) Relative fish density
- 2) Relative fish biomass
- 3) Shannon-Wiener Index of Diversity based on numbers of fish
- 4) Shannon-Weiner Index of Diversity based on biomass of fish

The lwb is calculated as follows:

$$lwb = 0.5 \ln(\text{No.}/200m) + 0.5 \ln(\text{Kg}/200m) + H(\text{No.}) + H(\text{Kg})$$

where:

No./200m = number of individuals (minus tolerants, hybrids, and introduced species) per 200 meters of electrofishing

Kg./200m = total biomass (minus tolerants, hybrids, and introduced species) per 200 meters of electrofishing

H(No.) = Shannon-Wiener Index of Diversity based on numbers of fish

H(Kg) = Shannon-Wiener Index of Diversity based on biomass of fish

#### 6.4. Biological Monitoring Report

A report shall be prepared by the Contractor summarizing the results of the biological monitoring including an evaluation and interpretation of the biological sampling findings. The report will include a statement of methods used, raw data, calculated metrics and narrative descriptors. A brief interpretation of the monitoring results shall also be included. A draft copy will be provided for review and comment by Fulton County. Comments will be addressed, and a final report will be provided.

#### 6.5. Data Submittal

The raw data, calculated metrics, and narrative descriptors will be provided in a format prescribed by the Fulton County Department of Water Resources. The intent is to be able to add the data and results of the biological monitoring effort into Fulton County's GIS program. The contractor shall review similar passed efforts by the County in order to enhance and/or be consistent as approved by the County.

#### 6.6. Biological/Habitat Assessment Basis for Payment

The unit price bid for Biological/Habitat Assessment shall include all work associated with evaluating habitat quality at each monitoring location, collecting and evaluating biological samples and assessing each streams' health relative to "fishing" designation, including the evaluation and interpretation of the sampling efforts findings.

#### Task 7: Laboratory Analysis

7.1. The Contractor is directed to utilize Fulton County's Big Creek Laboratory for analysis of all samples collected as required in the scope of service. The Contractor is required to notify Fulton County Laboratory staff prior to the collection of samples. This shall avoid potential problems that could jeopardize sample holding time requirements. Fulton County Big Creek Water Reclamation Facility (WRF) Laboratory is located at 1030 Roswell-Marietta Highway, Roswell Georgia, 30075.

7.2. Use of private/commercial environmental laboratories:

When pre-approved by Fulton County, the Contractor may use approved or certified private/commercial environmental laboratories for analysis of samples when the County's Big Creek Laboratory is not available. Certified laboratories selected by the Contractor shall be certified through the National Environmental Laboratory Accreditation Conference/Program (NELAC or NELAP). The Contractor must provide verification of lab accreditation to the County prior to lab utilization. An allowance of \$50,000.00 has been included in the project to cover laboratory cost incurred throughout the term of this

project. These funds are to be used for laboratory analysis only if Fulton County labs are determined unable to accomplish the work. The Contractor must obtain approval from the County prior to the use of any approved or certified private/commercial environmental laboratories for analysis of samples. If a private laboratory is used the Contractor shall be paid actual cost of laboratory analyses as supported by invoices.

Task 8: Non-Routine/Operations and Maintenance

- 8.1. The Contractor shall provide non-routine and/or emergency maintenance and repairs at the existing sampling station and/or any new sampling stations if added during the project term. This effort is intended to correct and avoid potential equipment problems that could jeopardize the collection of required samples. An allowance of \$15,000.00 shall be included in the project for performing non-routine/emergency maintenance of existing stations. All work associated with this item must be pre-approved by Fulton County.

The contractor shall provide a price to perform this work under the allowance prior to initiating work; if not, this work may not be authorized for payment by the County.

8.2. Non-Routine Operations and Maintenance Basis for Payment

The Sampler Controller, Refrigerator, Probes, Sensors and/or any other critical sub-systems that may require Non-Routine Operations and Maintenance activities during the term of this project. Non-Routine Operations and Maintenance may be required whenever the sampler controller displays a "Program Halted" message or other systems failures as approved by the County. The unit price bid for performing Non-Routine Operations and Maintenance activities on the sampler sub-systems shall include all cost estimated to identify, repair or replace all failed parts and program controller within an acceptable time frame in order to minimize loss of sample collection opportunities. The intent of the County is to ensure optimal performance of all samplers and provide consistency in sample collection.

Task 9: Annual Report preparation, Plan Updates and Staff Training

- 9.1. County-wide Annual Report (Completion of this task will be optional at County's discretion)

The Contractor may be required to prepare the County's annual system wide report covering the reporting period of May 1 – April 30. Contractor shall submit a draft to the County on or before May 10<sup>th</sup> of each year for review and comment. The County shall review the report and provide any comments to the Contractor within ten (10) days of receipt of the report.

The County's Watershed Protection Plan Annual Report shall be included as an appendix to the County-wide Annual Report. The Watershed Protection Plan should include a schedule for correcting current water quality problems that are causing water standards violations, provide ongoing monitoring to verify that the actions taken to correct water quality problems are effective, supporting data, provide an estimate of what percentage of the watershed assessment is complete, summary of BMPs that have been implemented and documented water quality improvements, including any necessary changes to the Watershed Protection Plan, and how the watershed protection plan will be implemented in attaining and maintaining compliance with water quality standards.

Contractor shall incorporate appropriate comments into the final report and submit the final report to the County within 15 days of receipt of County comments for review and approval. Also, the Contractor shall deliver the final report to EPD and assist the County in addressing EPD comments after June 15<sup>th</sup> of each year.

The report due June 15, 2015 shall incorporate sampling data furnished by the County collected prior to the date of contract award.

## 9.2. Basis for Payment of County-wide Annual Report Updates

The unit price bid to update the Annual Report shall include all work associated with preparing the County's annual system wide report for the period beginning May 1 – April 30 of each year during the term of this project, the County's Watershed Protection Plan Report as an appendix, and delivery of the MS4 final report to Environmental Protection Division (EPD) including assisting the County in addressing EPD comments after June 15<sup>th</sup> of each year.

## 9.3. Revise the WPP and SQAP (Optional at County's discretion)

The WPP will be revised to address changes in water quality standards and impacts and provide appropriate best management practices until instream water quality standards are achieved. Results of surface water monitoring will be reviewed and included in Plan revisions.

The Watershed Protection Plan addresses point and non-point sources of pollution that cause water quality impacts within local government political boundaries and sewer service areas. The purpose of this Watershed Protection Plan is to provide a strategy for protecting and enhancing waterbodies within all of Fulton County. Objectives of the Plan are to:

- Correct current water quality concerns causing violations of water quality standards;
- Develop and implement best management practices (BMPs) to minimize future violations of water quality standards; and
- Provide ongoing monitoring to verify that the BMPs are working and provide information necessary to modify BMPs where required to achieve water quality standards.

Concurrently with revising the WPP the contractor shall revise the County's SQAP. The SQAP's primary purpose is to

- Identify stream segments listed on the current Georgia Environmental Protection Divisions (EPD) 303(d) list within the Fulton County's jurisdiction;
- Develop a monitoring program in accordance with Fulton County's WPP, and
- Evaluating the subject stream segments for the ultimate purpose of removing subject stream segments from the 303(d) list as the water quality improves due to implementation of effective BMP's.

If authorized, revising the WPP and SQAP shall include reviewing the location and justification for all existing sampling locations and determining an appropriate location for a second automated sampling station. The contractor shall be responsible for selecting the location for the new automated sampling station in accordance with the guidance in

the WMP and the location shall be subject to any guidance and/or approval required by EPD.

#### 9.4. Staff Training (Optional at County's discretion)

An allowance of \$15,000.00 shall be included in the project for county staff training. The contractor shall identify an independent quality firm, to be approved by the County, to perform the applicable quality field monitoring training, including other relevant training. The contractor's bid form must indicate this allowance.

## SECTION 4

### INSURANCE AND RISK MANAGEMENT PROVISIONS Water Quality Monitoring Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY  
(In compliance with the Georgia Workers Compensation Acts and any other State  
or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	
\$500,000			
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	
\$100,000			

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	
		\$2,000,000

Products\Completed Operation	Aggregate Limit	\$2,000,000
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Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

### 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

<b>Combined Single Limits</b>	Each Occurrence	\$1,000,000
-------------------------------	-----------------	-------------

(Including operation of non-owned, owned, and hired automobiles).

4. <b>UMBRELLA LIABILITY</b>	Each Occurrence	\$1,000,000
------------------------------	-----------------	-------------

(In excess of above noted coverages)

5. <b>PROFESSIONAL LIABILITY</b>	Per Claim/Aggregate
----------------------------------	---------------------

\$2,000,000/\$2,000,000  
 \*Extended Reporting Period minimum 3 Years

### Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
 130 Peachtree Street, S.W.  
 Suite 1168  
 Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.



CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

NAME: \_\_\_\_\_  
\_\_\_\_\_

TITLE:

DATE: \_\_\_\_\_

## SECTION 5

### PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications **(not applicable)**
  - Form C1 – Georgia Utility License Contractor License
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

**FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL  
REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #\_\_\_\_\_ to #\_\_\_\_\_ inclusive, including any addenda #\_\_\_\_\_ to #\_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_, attachment(s) #\_\_\_\_\_ to #\_\_\_\_\_, and/or appendices #\_\_\_\_\_ to #\_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: \_\_\_\_\_

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

## **FORM D: CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

### ***INSTRUCTIONS FOR CERTIFICATION***

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at any time the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

### ***DEBARMENT ORDINANCE***

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

#### ***(a) Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

#### ***(b) Causes for Suspension. The causes for suspension include:***

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;



- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

## **FORM E: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

## **LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One:                      YES                      NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:                      YES                      NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:                      YES                      NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:                      YES                      NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:                      YES                      NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:                      YES                      NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                      YES                      NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Seal)

Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Date)

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



## **FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

### **Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** behalf of **Fulton County** **Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

## **SECTION 6**

### **CONTRACT COMPLIANCE REQUIREMENTS**

#### **NON-DISCRIMINATION IN PURCHASING AND CONTRACTING**

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

#### **Implementation of Equal Employment Opportunity (EEO) Policy**

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

#### **Monitoring of EEO Policy**

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employees of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

#### **DETERMINATION OF GOOD FAITH EFFORTS**

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

## EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We ( \_\_\_\_\_ ),  
Name

_____ Title	_____ Firm Name
----------------	--------------------

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

## EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
<b>TOTAL</b>																		

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

Bidder/Proposer

Subcontractor

Date Completed:

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: \_\_\_\_\_

ITB/RFP Number: \_\_\_\_\_

Project Name or Description of Work/Service(s): \_\_\_\_\_

---

---

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

---

---

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**



SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

<b>Total Dollar Value of Subcontractor Agreements: (\$)</b>
---

<b>Total Percentage Value: (%)</b>
------------------------------------

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:**\_\_\_\_\_ **Title:**\_\_\_\_\_

**Firm or Corporate Name:**\_\_\_\_\_

**Address:**\_\_\_\_\_

\_\_\_\_\_

**Telephone:** (     )\_\_\_\_\_

**Fax Number:** (     )\_\_\_\_\_

**Email Address:**\_\_\_\_\_

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

**ITB/RFP Number:**\_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

[illegible]

**(Subcontractor)**

**Signature**\_\_\_\_\_

Title

Date \_\_\_\_\_

## EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
(Bidder)

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

### AUTHORIZED COMPANY REPRESENTATIVE

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. \_\_\_\_\_

Project Name \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

### 1. Firms:

- 1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
- 2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
- 3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

NAME OF JOINT VENTURE (If applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

### EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
<b>Name:</b>						
<b>Address:</b>						
<b>Telephone #:</b>						

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_

TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_

#### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date



TOTALS						

Executed By: \_\_\_\_\_

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

Notary: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

My Commission Expires:

**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.**

## **EXHIBIT H**

### **FULTON COUNTY FIRST SOURCE JOBS PROGRAM**

#### **STATEMENT OF POLICY:**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

#### **PURPOSE:**

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

#### **MONITORING POLICY:**

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

## **FORM 1**

**FULTON COUNTY**

**First Source Jobs Program Information**

**Company Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**The following entry-level positions will become available as a result of the above referenced contract with Fulton County.**

**1.** \_\_\_\_\_

**2.** \_\_\_\_\_

**3.** \_\_\_\_\_

**4.** \_\_\_\_\_

**5.** \_\_\_\_\_

**6.** \_\_\_\_\_

**Include a job description and all required qualifications for each position listed above.**

**Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:**

**Company Representative:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**FULTON COUNTY**  
**First Source Jobs Program Agreement**

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

RFP/ITB Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

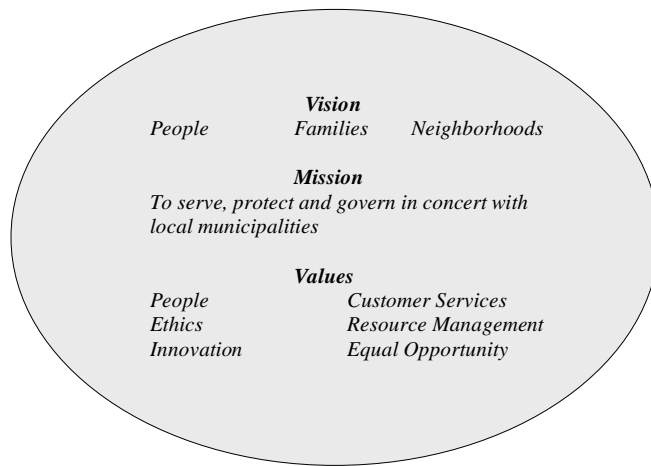
Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**FORM 3**



**FULTON COUNTY**



**CONTRACT DOCUMENTS FOR**

**15ITB94588A-AP**

**WATER QUALITY MONITORING**

**For**

**DEPARTMENT OF WATER RESOURCES**

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# CONTRACT AGREEMENT

Contractor: **[Insert Contractor Name]**  
Contract No.: **14ITB, Water Quality Monitoring**  
Address: **[Insert Contractor Address]**  
City, State  
Telephone: **[Insert Contractor telephone #]**  
Email: **[Insert Consultant Email]**  
Contact: **[Insert Contractor Contact Name]**  
**[Insert Contractor Contact Title]**

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **[Insert Contractor Company Name]**, hereinafter referred to as “**Contractor**”, authorized to transact business in the State of Georgia.

## WITNESSETH

WHEREAS, County through its **Department of Water Resources** hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to **provide water quality monitoring and other services**, hereinafter, referred to as the “**Project**”.

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

## ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code, Division 6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

## ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to **provide water quality monitoring and other services**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

## ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

## **ARTICLE 5. SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

## **ARTICLE 6. MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, Division 6, which is incorporated by reference herein.

## **ARTICLE 7. SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## **ARTICLE 8. CONTRACT TERM**

### **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

#### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on [Insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December [Insert year]. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2016 and shall end no later than the 31<sup>st</sup> day of December, 2016. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2017 and shall end no later than the 31<sup>st</sup> day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

#### ARTICLE 9. **COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, Compensation.

The total contract amount for the Project shall not exceed **[Insert amount approved by BOC]**, which is full payment for a complete scope of work/services.

#### ARTICLE 10. **PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

#### ARTICLE 11. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

## ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

#### ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

#### ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

## ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

## ARTICLE 18. **INDEMNIFICATION**

Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.



## ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

## ARTICLE 21. **PROHIBITED INTEREST**

### Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

### Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

## ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment

or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

#### ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for

cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

#### ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

**Deputy Director, Water Resources**  
**141 Pryor Street, Suite 6001**

Atlanta, Georgia 30303

Telephone: 404-612-9000

Email: Nick Ammons@fultoncountyga.gov

Attention: **Nick Ammons**

#### **With a copy to:**

Department of Purchasing & Contract Compliance  
Director

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

**[Insert Contractor Representative for project]**

**[Insert Contractor Address]**

Telephone:

Email:

Attention: **[Insert Contractor Representative for project]**

## ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

## ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

## ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

## ARTICLE 33. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

## ARTICLE 34. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto

expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Contractor shall submit all invoices in original and one (1) copy to:

**Accounts Payable**  
**141 Pryor Street, Suite 6001**  
Atlanta, Georgia 30303  
Telephone: 404-612-7400  
Facsimile:  
Attention: **Accounts Payable**

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

A narrative of one (1) page only, listing the scope of work/services billed for shall accompany each invoice.

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

### ARTICLE 35. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

### ARTICLE 36. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

### ARTICLE 37. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 38. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.



**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

***[Insert Contractor COMPANY  
NAME ]***

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John H. Eaves, Commission Chair  
Board of Commissioners

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***[Insert Name & Title of person  
authorized to sign contract]***

ATTEST:

ATTEST:

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Mark Massey  
Clerk to the Commission (Seal)

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Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

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Office of the County Attorney

APPROVED AS TO CONTENT:

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Kun Suwanarpa  
Interim Director, Water Resources

# **ADDENDA**

**EXHIBIT A**

**GENERAL CONDITIONS**

**EXHIBIT B**

**SPECIAL CONDITIONS**

**EXHIBIT C**

**SCOPE OF WORK**

**EXHIBIT D**

**COMPENSATION**

**EXHIBIT E**

**PURCHASING FORMS**

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**



## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

## **EXHIBIT H**

# **PAYMENT & PERFORMANCE BONDS**